

# **EXHIBIT A**

Exhibit "A"

SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT, effective on the last date executed below, is entered into between Airways Heating & Cooling, LLC on behalf of itself and its officers, directors, shareholders, employees, agents, and its parent, affiliates, predecessors, successors, subsidiaries, and other related companies, and each of them jointly and severally (herein singularly and collectively referred to as the "Company"), John Ferrante, individually, Charlene Ferrante individually and Nicholas McCollister on behalf of him and his heirs, executors, guardians, administrators, successors, and assigns, and each of them, jointly and severally (herein singularly and collectively referred to as "McCollister") who agree to be bound by all of the terms and conditions hereof.

WHEREAS, the Parties desire to fully, equitably, and completely settle and dispose of McCollister's claims filed with the United States District Court for the Southern District of Ohio, Eastern Division, for the allegations giving rise to Case No. 2:17-cv-1042, and with intent to settle any all matters arising out of McCollister's relationship with the Company, John Ferrante and Charlene Ferrante and any and all causes of action against the Company, John Ferrante and Charlene Ferrante.

I. For and in consideration of the covenants and promises made in this Agreement, the Company, John Ferrante, and Charlene Ferrante, collectively, agree to the following:

- a. To pay Nicholas McCollister the sum of Two Thousand Dollars (\$2,000.00) within 3 days of court approval by check delivered to Coffman Legal, LLC 1457 S. High St., Columbus, Ohio 43207; and
- b. To pay Coffman Legal, LLC the sum of Five Thousand Dollars (\$5,000.00) within 3 days of court approval by check delivered to Coffman Legal, LLC 1457 S. High St., Columbus, Ohio 43207.

2. For and in consideration of the covenants and promises made in this Agreement by the Company, John Ferrante and Charlene Ferrante, Nicholas McCollister:

- a. Agrees to full and final settlement of the court action entitled McCollister v. Airways Heating & Cooling, LLC et al, United States District Court For the Southern District of Ohio, Eastern Division, Case No. 2:17-cv-1042 and for the dismissal of same with prejudice;
- b. Agrees not to file or refile, or to cause any organization to file on his behalf, any causes of action, charges, claims, complaints, suits or grievances against the Company with any Federal, State or Local governmental agency or body, or in any court of law known or unknown to either Party hereto at the time of the execution of this Agreement.
- c. Agrees that he will keep the terms, amount, and fact of this Agreement completely confidential and that he will not hereafter disclose any information concerning this Agreement to anyone

except if he retains legal counsel, a financial advisor, if any, and his immediate family, provided they agree to keep said information completely confidential and not disclose it to others.

3. By entering into this Settlement and Release Agreement, the Company, John Ferrante, and Charlene Ferrante do not admit that they have violated any Federal, State, local, or other statute, law, ordinance, rule or regulation promulgated thereunder. Any alleged violation is specifically denied.

4. The Parties agree that this Agreement supersedes all prior agreements and understandings existing between them, written or oral, express or implied.

5. The Parties agree that the foregoing Settlement and Release Agreement constitutes the entire agreement between them. No other agreements, oral or written exist between the Parties pertaining to any matter covered by this Settlement and Release Agreement or any other matter whatsoever.

6. The Parties have read and fully considered the Settlement Agreement and Release and are mutually desirous of entering into this Agreement.

Wherefore, the Parties hereto have read all of the foregoing, understand the same, and agree to be bound by all of the terms and provisions contained therein.

By /s/ Nicholas McCollister

Date 7/26/18

on behalf of him and his

30207367.2

By /s/ John Ferrante

Title Owner

Date July 25, 2018

on behalf of itself and

heirs, executors, guardians,  
administrators, successors,  
and assigns, and each of them,  
jointly and severally.

its officers, directors,  
Shareholders, employees,  
agents, and its parent,  
affiliates, predecessors,  
successors, and assigns,  
and each of them, jointly  
and severally.

By /s/ John Ferrante  
John Ferrante

Date: July 25, 2018

By /s/ Charlene Ferrate  
Date: July 25, 2018